

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
HELICOPTER SPRAYING AND SURVEILLANCE FOR PHRAGMITES CONTROL FOR DNREC - WILDLIFE
SECTION
ISSUED BY DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
CONTRACT NUMBER NAT14186-PHRAG_SPRAY

I. OVERVIEW

The State of Delaware, **Department of Natural Resources and Environmental Control (DNREC), Division of Fish & Wildlife (DFW), Wildlife Section**, seeks professional services to cover all aspects of Helicopter Spraying and Surveillance for Phragmites Control requirements for the Wildlife Section based on a fixed per acre rate. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: <u>06/17/2014</u>
Deadline for Questions	Date: <u>06/23/2014</u>
Response to Questions Posted by	Date: <u>06/26/2014</u>
Deadline for Receipt of Proposals	Date: <u>07/08/2014</u> at 12:00 PM (Local Time)
Estimated Notification of Award	Date: <u>07/15/2014</u>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

Bid Bond Requirement

Bid Bond Waived.

Prices

Prices shall remain firm for the term of the contract.

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II. SCOPE OF SERVICES

A. Statement of Work

This contract will be issued to cover the Helicopter Spraying and Surveillance for Phragmites Control requirements for the Department of Natural Resources and Environmental Control - Wildlife Section. In addition to meeting the criteria set forth in this RFP, the Contractor shall submit a per acre rate which will be the total cost when flying the helicopter for purposes of spraying, surveillance, photo documentation, and/or ferrying. This price should be inclusive of all Contractor expenses incurred (fuel, personnel, insurance, equipment maintenance, etc.) as no surcharges will be considered.

Phragmites is short for the scientific name of the plant *Phragmites australis* or common reed that is a very invasive plant in Delaware's wetlands and in certain situations displaces more desirable plants. DNREC utilizes helicopter applications of certain herbicides in an effort to reduce Phragmites coverage of an area on both public and private properties.

Phragmites control program operations regularly take place from August through October. The frequency of Phragmites control operational work with the use of a helicopter is weather dependent. During the Phragmites spraying season a helicopter and crew must be ready to spray statewide Monday-Friday, and occasionally weekend work may be required.

The Contractor will furnish the primary and secondary (if available and desired by DNREC) helicopter piloted by a qualified pilot as described in Pilot Specifications herein to primarily a field staging, landing or loading site as determined by DNREC. The majority of the Phragmites control work is performed along Delaware Bay from the Dover area north, but work is conducted statewide. The helicopter and pilot will be ready to take to the air and operationally capable to perform surveillance activities or pesticide applications as directed by the Agency within twenty-four (24) hours, weather permitting, upon such notice.

Application of pesticides and surveillance activities must be made as directed by the Agency. Pesticide applications will be made within the wind parameters set forth in the label for each particular product. DNREC will furnish all pesticides utilized for the operation and will determine application rates. The Contractor will be responsible for mixing the pesticides per DNREC specifications, rinsing all pesticide containers and loading the pesticide solution from the mix truck into the spray system on the helicopter.

History has shown it is advantageous for the Contractor to establish a Delaware base of operations. This established central Delaware base of operations should have complete pesticide application plus helicopter support capabilities (described in Support Equipment and Personnel) that are required for helicopter fueling, maintenance, and repair, plus loading/mixing of water and pesticides. The facility should also have Delaware Department of Agriculture (DDA)-inspected and U.S. Environmental Protection Agency (EPA)-approved spill containment and rinsate capabilities for rinsing and washing-down aircraft, plus locked storage areas in which to store pesticides for future spray missions. This central Delaware base of operations should be operational in the above manner from the date of receipt of a State of Delaware Purchase Order through October 31, 2014.

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If the Contractor cannot establish the above stated Delaware base of operations, then temporary arrangements must be made with a local Delaware airport facility to provide complete pesticide application operational plus helicopter support capabilities that are required for helicopter fueling and helicopter maintenance/repair, plus loading/mixing of water and pesticides, from the date of receipt of a State of Delaware purchase order through October 31, 2014. The Contractor will make all necessary arrangements with at least one of the local Delaware airport access facilities listed below, in order to obtain whatever might be needed from the airport facility for the Contractor to conduct the above stated program operations.

Local Delaware airport access facilities are:

- 1) Greater Wilmington Airport
- 2) Chandelle Estates Airport near Dover
- 3) Georgetown Airport
- 4) Summit Airport near Middletown
- 5) Delaware Air Park, Cheswold
- 6) Laurel Airport

The Contractor must be able to transport (via helicopter) Agency personnel or landowners to spray sites from field landing sites to discuss spraying options. The pilot may be provided with map(s) or digital spray block(s) of sites that shall be treated at the direction of the Agency.

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B. Laws to be Observed

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency, and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

C. Permits and Licenses

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense. This includes the principal contract holder and any sub-contractors having a Federal Aviation Administration (FAA) 137 Certificate with operation specifications in the Philadelphia Flight Standards District Office (FSDO) in place at the time of proposal submission.

D. Equipment Specifications

Helicopters and ground support equipment shall be furnished and maintained by the Contractor. They shall be of a type approved by the Agency and must be maintained in first class condition. When fully equipped and loaded they must meet all FAA criteria. Aerial spray equipment must be approved by the Agency and shown by Agency test(s) or calibration(s) to give, as determined by the Agency, a reasonably uniform pesticide distribution at the specified rate of application (5 gallons per acre).

The equipment shall meet the following minimum qualifications:

1. Helicopter:
 - a. Bell 47, Bell 206B, Bell-Soloy 47G-3B1, Hiller-Soloy 12-E, Hughes 500C (or approved equivalent)
 - b. Total load capacity of at least 1,600 lbs. (personnel, fuel, materials, and application equipment) and have flight endurance of at least 2 hours when fully loaded.
 - c. At least a two place cabin, with all passenger seats equipped with safety lap belts and shoulder harnesses; safety helmets for all passengers, each outfitted with communication equipment that enables communication between the passenger & pilot.
 - d. Helicopters, with attached spray equipment prescribed within this document, must possess an FAA approval for flight within congested areas.
 - e. Raindrop nozzles (or approved equivalent) as required for specialized pesticide spraying as described herein.
 - f. Mirrors on the skid toes to help guide landing on soft mud and grass.
 - g. Electronic trigger timer to record actual spray time.
 - h. Reliable air to ground communication such that pilots can be reached in the air while conducting spray operations.
 - i. Must be able to work a full day away from the base of operations or in remote locations (e.g. remote fueling capability).
 - j. Helicopter must possess a GPS tracking system such that its current location and recent flight history can be accessed at any time by on- or off-site Agency staff online.

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2. Application Equipment:

- a. Minimum liquid payload capacity of 100 gallons.
- b. High volume liquid spray system capable of applying five (5) gallons per acre of herbicide mix in uniform swath of 50 feet.
- c. Spray system must have a flow meter designed specifically for monitoring the flow rate and total volume applied.

3. Ground Support Equipment:

- a. Batch truck will have separate mix and water tanks. Mix tank must have a minimum capacity of 300 gallons and water tank(s) must have the capacity to carry a minimum of 1,900 gallons of water separate from the mix tank.
- b. Batch truck shall have a mechanical flow meter for recording total gallons delivered to helicopter.
- c. Batch truck shall be capable of pumping herbicide from 30 gallon containers and rinsing drums and 2.5 gallon containers.
- d. Batch truck shall have all appropriate placards in accordance with the Department of Transportation, State, and local requirements.
- e. A spill containment kit shall be on board batch truck at all times.
- f. Batch truck shall have a cell phone and radio capable of communicating with the helicopter.

4. Secondary Helicopter:

It is desirable for bidders to own or have access to and be able to provide if/when needed a second helicopter fulfilling the same or nearly the same specifications as listed for the "Primary Helicopter." However, a second helicopter is **not** required to bid upon this contract. The Agency will take into consideration in the scoring process how a vendor addresses this possible need. A bidder who can offer and provide a second helicopter will be awarded points in the scoring as compared to a vendor who cannot provide such. It would also be acceptable for a bidder to provide a second helicopter via sub-contracting for a second helicopter's use on an as needed basis, with the identification and use of any sub-contractors to be consistent with language included herein. If offered, insurance requirements for the second helicopter will be the same as the primary helicopter.

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E. Support Equipment and Personnel

The Contractor is to provide all necessary helicopter support equipment and personnel associated with helicopter operations covered under the awarded contract. Necessary helicopter support equipment shall include that needed for helicopter fueling, maintenance/ repair, and loading/mixing of water and pesticides, including fuel and mix trucks that can be utilized to enable operations/applications from various staging, landing, or loading sites throughout the state.

Additionally, the Contractor shall have the necessary helicopter support equipment available at any Delaware base of operations or at a required local airport access facility when furnished helicopters are present at said locations, from the date of receipt of State of Delaware Purchase Order through the end of any given contract period.

F. Pilot Specifications

The Contractor shall furnish qualified and experienced pilots who have been engaged for at least 300 flying hours in Phragmites control spraying or comparable work, such as forest insect control, mosquito control or agricultural spraying. Preference may be given to pilots with the most hours conducting actual Phragmites control work. **Pilots must be proficient at using a DGPS navigation system - uploading/ downloading spray data, creating spray blocks, navigating, and troubleshooting.** Pilots shall possess (at time of proposal submission) a valid State of Delaware, Department of Agriculture (DDA), Pesticide Applicator Certification in at least the Aquatic (5A) category. Moreover, the Agency may require the Contractor to replace any pilot whose work is found unsatisfactory and/or whose conduct and actions are detrimental to the Agency, regardless of experience or other qualifications.

IMPORTANT NOTE: PILOTS MUST CERTIFY THAT THEY HAVE FLOWN 300 HOURS MINIMUM CONDUCTING PHRAGMITES CONTROL, MOSQUITO CONTROL, FOREST INSECT CONTROL, OR AGRICULTURAL SPRAYING. PILOT CERTIFICATIONS AND/OR LOG BOOKS WITH NOTARIZED STATEMENTS MUST BE SUBMITTED WITH THE PROPOSAL. FAILURE TO PROVIDE THIS DOCUMENTATION WILL BE A CAUSE FOR REJECTION.

G. Material Specifications

Herbicides will be furnished by the Agency and delivered to the field landing sites. The Contractor may be required to mix and load herbicides when leaving from their central base of operations or one of the local Delaware airport facilities after being provided with the herbicide and the amount to be loaded by Wildlife Section staff.

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H. DGPS Navigation Requirement

The above specified helicopters shall be equipped with a differential geographical positioning system (DGPS) navigational system (Ag-Nav II or approved equal, with preference to Ag-Nav) possessing flight planning capabilities as well as providing swath and directional guidance to ensure precise aerial pesticide applications. The DGPS navigational system shall be capable of data logging both flight and pesticide application information. The DGPS shall consist of a computer console, moving map display, pertinent GPS and UHF antennas, and a light bar. The on-board computer shall have as a minimum: a 486-33 MHz processor, 4MB of working memory, 340MB hard disk drive, and a 12-channel satellite receiver with an accuracy of at least 1 meter. **The DGPS system shall incorporate a download system that utilizes solid state memory functionality such as a USB flash memory drive or a memory card and must use the most recent and updated version of available hardware/software to guide and track all flight/spray data.** This DGPS navigational system will primarily be used to guide and record flight paths and spray applications, and may be used to navigationaly direct spray applications if the desired spatial accuracy can be achieved. At the end of each spraying event, the Contractor shall provide the Wildlife Section with the memory drives, memory cards, and printouts or other readouts showing the information logged by the DGPS navigational system during any and all aerial spray applications.

I. Electronic Transfer of Data

The successful bidder must have the capability to electronically receive, download, transfer, and exchange all pre and post Ag-Nav (or approved equal) spray-related data. After a spray mission is completed, the contractor also needs to have the capability to download and electronically send all post-spray data to Wildlife Section staff.

J. State of Delaware Business License

Prior to receiving an award, the successful vendor shall either furnish the Department of Natural Resources and Environmental Control - Wildlife Section with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties. Proof of license, if available, may also be included with the proposal.

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K. Business References

In order to have your proposal considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person for each reference on the form provided (Attachment 5).

L. Billing

The successful vendor is required to bill the Department of Natural Resources and Environmental Control, Wildlife Section, 89 Kings Highway, Dover, DE 19901 or another agency as directed by DNREC. Such billing shall reflect unpaid, billable number of acres sprayed.

M. Basis of Payment

The determination for all payments shall be made by the Agency and shall be final and binding on both parties. The Agency reserves the right to withhold payment for incomplete application coverage due to equipment malfunction, pilot error or, if not accompanied by Agency personnel, unfavorable weather conditions that arise during application flights. Additionally, no charges shall be imposed for cancellation of any flights.

The Contractor will be paid a unit price per acre of Phragmites sprayed based on the total volume of herbicide solution applied as recorded by the flow meter on the helicopter spray system. The spray system will be calibrated by the Contractor to apply at a rate of 5 gallons per acre. No separate billing for ferry, reconnaissance or photo flights will be allowed as the Contractor must figure these costs in with the per acre Phragmites sprayed bid.

N. NPDES Permits for Applying Aquatic Pesticides

A federal court decision from January 2009 has necessitated that the application of aquatic pesticides to waters of the U.S. will have to be done under auspices of and in compliance with **Clean Water Act (CWA) National Pollution Discharge Elimination System (NPDES)** general permits. Such NPDES permits in Delaware are issued and enforced by the NPDES Program within the **Division of Water (DW)** in the Delaware Department of Natural Resources and Environmental Control (DNREC). DNREC's state-level **Pesticide General Permit (PGP)** for aquatic pesticide use went into effect on September 1, 2012 for a 5-year period.

For most spray activities associated with this RFP, the Wildlife Section will be the primary party responsible for providing permit-required **Notice of Intent (NOI)** to DNREC/DW to work under the DW's general NPDES permit for aquatic pesticide use (PGP), and the Wildlife Section will also be the entity primarily responsible for fulfilling most other compliance requirements associated with this general permit. However, there will still be some types of permit compliance requirements or needs that the aerial spray Contractor will be responsible to fulfill or abide by, either in full or in part. In all cases, the aerial spray Contractor will have to comply with or abide by all requirements and conditions of the general NPDES permit (PGP), whether working directly under the Wildlife Section's auspices for requirements and conditions that in the Section complying with, will then also simultaneously fulfill many of the aerial spray Contractor's permit obligations at no additional expense to the Contractor; or for some permit requirements or conditions, the Contractor might have to meet such independent or separate from what the Section has to do and at the Contractor's expense. In some instances or situations yet to be determined by DNREC/DW, it might be necessary that in addition to the Wildlife

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Section filing an NOI, the aerial spray Contractor might also have to independently or separately file a NOI, including preparing and submitting all NOI-associated paperwork to DNREC/DW, and paying whatever fee might be required by DNREC/DW. If such NOI filing might be required of the aerial spray Contractor by DNREC/DW, this will probably only have to be done once a year or less (perhaps only once every 5 years), and will probably also be done in a manner that upon approval by DNREC/DW will have statewide applicability when working under the general permit (PGP).

There might also be need for the aerial spray Contractor to work with the Wildlife Section and provide to the Section at the Contractor's expense certain deliverables for the Section to then make available to DNREC/DW, or to maintain within the Section's files. Examples of such deliverables coming from the aerial spray Contractor at the Contractor's expense that might have to be provided to the Wildlife Section (upon request by or from the appropriate Section), all to be produced and delivered in timely and complete manner, include but are not limited to the listing below. These are deliverables that might (and probably will) be mandated by DNREC/DW's general NPDES permit (PGP) for somebody to have to prepare and submit. The Wildlife Section believes and has determined that the aerial spray Contractor will be in the best position to most knowledgeably or authoritatively provide the following, if or when needed:

1) Portions of the Pesticide Discharge Management Plan (PDMP), as required by the PGP:

- a) Written description of Spill Prevention Procedures to guard against spills or leaks when storing, handling, mixing/loading, or applying pesticides used by the aerial spray Contractor.
- b) Written description of Spill Response Procedures whenever spills or leaks might occur associated with storing, handling, mixing/loading, or applying pesticides used by the aerial spray Contractor. This should include descriptions of how spills, leaks and other releases will expeditiously be stopped, contained or cleaned up. Should also include description of how aerial spray Contractor's employees have been trained to deal with such emergency situations.
- c) Written description of Pesticide Application Equipment Maintenance and Calibration Procedures, including schedules of spray equipment maintenance, cleaning or repair to ensure proper operating conditions when applying pesticides used by the aerial spray Contractor; and schedules for calibration procedures for determining or ensuring proper or required spray rates, spray droplet sizes, swath widths, etc. when applying pesticides used by the aerial spray Contractor.
- d) Written description for Adverse Incident Response Procedures, for how an aerial spray Contractor will respond in the field to an adverse incident observation or report; and to then report to the Wildlife Section and DNREC/DW in timely manner any significantly adverse incidents associated with storing, handling, mixing/loading, or applying pesticides used by the aerial spray Contractor. Such incidents could involve significantly adverse effects or impacts to the applicator or the applicator's staff, to the public, to non-target organisms, or to the environment.
- e) An aerial spray Contractor might also have to take on at the Contractor's expense some Pesticide Monitoring roles or tasks that will be described in writing by the Wildlife Section, as part of the Section's Pesticide Monitoring Schedule and Procedures. It is anticipated that most such roles for an aerial spray Contractor will be confined only to some casual, visual monitoring of possible adverse environmental impacts associated with a spray application; and due to the

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nature of aerially spraying by aircraft, the capability for even this type of visual monitoring in any type of meaningful manner will be quite limited.

2) Recordkeeping and Reporting:

- a) Maintain accurate records for any aerial spray event to include but not be limited to: type and formulation of pesticide product used (including EPA product registration number), rate of use, date and time of use, location of use, size of area treated, type of aircraft used and operator, aircraft altitude above ground level, airspeed during applications, etc. It is realized that most aerial spray Contractors already routinely record and keep such types of data, often in meticulous detail, especially given today's GPS/GIS technology.
- b) In many cases for much of such pesticide application data, this will duplicate what the Wildlife Section will also independently compile and maintain, but such redundancy is a good thing for many reasons.
- c) Upon request from the Wildlife Section, the aerial spray Contractor will make such spray application data available.

O. Contractor Responsibility

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, shall be clearly identified in the financial proposal.

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III. REQUIRED INFORMATION

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

- 1) Provide Delaware license(s) or certification(s) necessary to perform services as identified in the Scope of Services.

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. Proof of license, if available, may also be included with the proposal.

- 2) Vendor shall provide responses to the Request for Proposal (RFP) Scope of Services and clearly identify capabilities as presented in the General Evaluation Requirements below.
- 3) Complete all appropriate attachments and forms as identified within the RFP.
- 4) Insurance including Professional Liability Insurance:

Proof of insurance shall be furnished to the Agency and the amount of insurance shall be no less than as identified in the bid solicitation. Provide evidence of professional liability insurance in the amounts specified on pp. 28-29 of this RFP.

Due to variations in the availability of aviation insurance coverage and limits, exception to the specified **AVIATION** insurance coverage or limit requirements can be taken if written documentation from the bidder's insurance company(ies) is provided stating that the required insurance coverage or limit(s) is not practicably available. **PROPOSALS WILL NOT BE CONSIDERED UNTIL ANY EXCEPTION TO THE SPECIFIED AVIATION INSURANCE REQUIREMENTS HAS BEEN SUBMITTED IN WRITING.**

Proposals must include documentation of the required insurance coverage in the form of Certificate(s) of Insurance and/or copy(ies) of insurance policies, or, if the required insurance is not in effect at the time of bid submission, Letter(s) of Guarantee from the bidder's insurance company(ies) stating that the required insurance coverage/policy(ies) will be issued if the bidder is awarded this contract.

Forty-five (45) days written notice of cancellation or material change of any policies is required.

Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**William Jones, Wildlife Section
Contract No. NAT14186-PHRAG_SPRAY
89 Kings Highway, Dover, DE 19901**

Note: The State of Delaware shall not be named as an additional insured.

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- 5) Provide response to Employing Delawareans Report (Attachment 9)

B. General Evaluation Requirements

- 1) Cost per flight hour (Attachment 12)
- 2) Experience and Reputation
- 3) Familiarity with helicopter spraying for mosquito control and its requirements
- 4) Demonstrated ability/Equipment and Experience Statement (Attachment 11)
- 5) Capacity to meet requirements (see Scope of Services)

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IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION

A. RFP Issuance

1) Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

2) Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

3) Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4) RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**WILLIAM JONES
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
WILDLIFE SECTION
89 KINGS HIGHWAY
DOVER, DE 19901
William.jones@state.de.us**

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5) Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6) Contact with State employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further

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consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7) Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8) Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d) Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e) Has violated ethical standards set out in law or regulation; and
- f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

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B. RFP Submissions

1) Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules, and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2) Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 1 paper copy and 1 electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **12:00 PM (Local Time) on July 8, 2014**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
WILDLIFE SECTION
89 KINGS HIGHWAY
DOVER, DE 19901
ATTN: William Jones**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **12:00 PM (Local Time) on July 8, 2014**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument, or document shall in no way relieve vendors from any obligation in respect to this RFP.

3) Proposal Modifications

Any changes, amendments, or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment, or modification to a previously submitted proposal. Changes, amendments, or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4) Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations, or negotiation process.

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5) Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through July 8, 2015. The State of Delaware reserves the right to ask for an extension of time if needed.

6) Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7) Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8) Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9) Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10) Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials, and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

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11) Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, [29 Del. C. §100](#). Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by [29 Del. C. §10002\(d\)](#), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

12) Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**." The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendors' systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a) **Primary Vendor**

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b) **Sub-contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c) **Multiple Proposals**

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13) **Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

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14) Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a) RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **June 26, 2014**. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD with questions formatted in Microsoft Word.

15) State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities, or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16) State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason, or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

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This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17) State's Right to Award Multiple Source Contracting

Pursuant to [29 Del. C. §6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18) Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

19) Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor, or its agents.

20) Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21) Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a) RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

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It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

22) **Cooperatives**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. **RFP Evaluation Process**

An evaluation team composed of representatives of the State of Delaware, Department of Natural Resources and Environmental Control (DNREC), Mosquito Control Section will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1) **Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware's Division of Fish & Wildlife. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). **The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors.** The Team shall make a recommendation regarding the award to Eugene G. Moore, Administrator, Delaware Wildlife Section, who shall have final authority, subject to the provisions of this RFP and [29 Del. C. §6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2) **Proposal Selection Criteria**

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

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The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to [29 Del. C. §6986](#). Such selection will be based on the following criteria:

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Cost for Phragmites spraying with 5 gallons per acre diluted (Attachment 12).	50
The qualifications and experience of the organization/persons to be assigned to the project.	15
Familiarity and experience of organization in conducting helicopter spraying for Phragmites control, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance.	15
Demonstrated Ability/Equipment and Experience Statement (Attachment 11).	10
Capacity to meet requirements (see Scope of Services).	10
Total	100%

3) Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

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4) References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5) Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1) General Information

- a) The term of the contract between the successful bidder and the State shall be for 1 year with 3 optional extensions for a period of one (1) year for each extension. Each vendor's contract shall be valid for one (1) year. For example, **July 1, 2014 through June 30, 2015 for the upcoming current contract period.**
- b) DNREC - will allow the selected vendor(s) time to perform maintenance as required to their equipment. The vendor shall realize that it is required to maintain equipment on a regular basis, completing routine maintenance to protect the public safety, and such maintenance shall adhere to all FAA, Delaware, and other governing standards for safe operation.
- c) The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- d) The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

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- e) The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- f) The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- g) If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2) Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3) Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum, and conditions set forth in this RFP.

4) Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

5) General Contract Terms

a) Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

b) Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

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c) Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d) Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL
WILDLIFE SECTION
89 KINGS HIGHWAY, DOVER, DE 19901
ATTN: William Jones**

e) Indemnification

i. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

ii. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

f) Insurance

- i. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- ii. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- iii. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per occurrence and \$3,000,000 aggregate
b.	Aviation Liability	\$5,000,000 aggregate

And at least one of the following, as outlined below:

c.	Medical or Professional Liability	\$1,000,000/\$3,000,000
d.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
e.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and (b) and at least one of (c), (d), or (e) above, depending on the type of Service or Product being delivered.

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If the contractual service requires the use of a vehicle to perform the Scope of Services in this contract, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$25,000

iv. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g) **Performance Requirements**

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h) **Warranty**

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

i) **Costs and Payment Schedules**

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

j) **Penalties**

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

k) **Termination for Cause**

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

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l) Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m) Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n) Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o) Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p) Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

CONTRACT NO. NAT14186-PHRAG_SPRAY

**HELICOPTER SPRAYING & SURVEILLANCE FOR PHRAGMITES CONTROL FOR DNREC - WILDLIFE
SECTION**

q) Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

r) Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- i. the laws of the State of Delaware;
- ii. the applicable portion of the Federal Civil Rights Act of 1964;
- iii. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- iv. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- v. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

s) Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

CONTRACT NO. NAT14186-PHRAG_SPRAY

HELICOPTER SPRAYING & SURVEILLANCE FOR PHRAGMITES CONTROL FOR DNREC - WILDLIFE SECTION

t) **Scope of Agreement**

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

u) **Other General Conditions**

- i. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- ii. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- iii. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- iv. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- v. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- vi. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- vii. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- viii. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. **RFP Miscellaneous Information**

1) **No Press Releases or Public Disclosure**

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.

CONTRACT NO. NAT14186-PHRAG_SPRAY

HELICOPTER SPRAYING & SURVEILLANCE FOR PHRAGMITES CONTROL FOR DNREC - WILDLIFE SECTION

2) Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3) Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – Experience and Equipment Statement
- Attachment 12 – Price Quotation Form
- Appendix A – Minimum Response Requirement

CONTRACT NO. NAT14186-PHRAG_SPRAY

**HELICOPTER SPRAYING & SURVEILLANCE FOR PHRAGMITES CONTROL FOR DNREC - WILDLIFE
SECTION**

IMPORTANT – PLEASE NOTE:

- **Attachments 2, 3, 4, 5, 9, 11 & 12 MUST be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING:

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 7) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports shall be submitted electronically in EXCEL and sent as an attachment to William.jones@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 8.

2nd tier reports (Attachment 8) shall be submitted to the contracting Agency’s Supplier Diversity Liaison at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September, and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

CONTRACT NO. NAT14186-PHRAG_SPRAY

**HELICOPTER SPRAYING & SURVEILLANCE FOR PHRAGMITES CONTROL FOR DNREC - WILDLIFE
SECTION**

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. NAT14186-PHRAG_SPRAY

Contract Title: Helicopter Spraying and Surveillance for Phragmites Control for DNREC - Wildlife Section

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are: _____

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO.: NAT14186-PHRAG_SPRAY
CONTRACT TITLE: Helicopter Spraying and Surveillance for Phragmites Control for DNREC - Wildlife Section
DEADLINE TO RESPOND: July 8, 2014 at 12:00 PM (Local Time)

NON-COLLUSION STATEMENT

Attachment 2

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the Department of Natural Resources and Environmental Control - Mosquito Control Section.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Mosquito Control Section.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner, or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ If yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED, AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

EXCEPTION FORM

CONTRACT NO.: NAT14186-PHRAG_SPRAY

TITLE: Helicopter Spraying and Surveillance for Phragmites Control for DNREC - Wildlife Section

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms, or conditions	Proposed Alternative

Note: Use additional pages as necessary.

CONFIDENTIAL INFORMATION FORM

CONTRACT NO.: NAT14186-PHRAG_SPRAY

TITLE: Helicopter Spraying and Surveillance for Phragmites Control for DNREC - Wildlife Section

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. §100, Delaware Freedom of Information Act.

[illegible]

Note: Use additional pages as necessary.

BUSINESS REFERENCES**CONTRACT NO.:** NAT14186-PHRAG_SPRAY**TITLE:** Helicopter Spraying and Surveillance for Phragmites Control for DNREC - Wildlife Section

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Number of years doing business with
- Contact Name and phone number
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.	Contact Name & Title:	
	Business Name:	
	Street Address:	
	City, State, Zip	
	Email Address:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Street Address:	
	City, State, Zip	
	Email Address:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Street Address:	
	City, State, Zip	
	Email Address:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

SUBCONTRACTOR INFORMATION FORM

CONTRACT NO.: NAT14186-PHRAG_SPRAY

TITLE: Helicopter Spraying and Surveillance for Phragmites Control for DNREC - Wildlife Section

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. NAT14186-PHRAG_SPRAY	2. Proposing Vendor Name	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification Certification Number: _____	
b. Mailing Address:	<div style="display: flex; flex-direction: column; gap: 5px;"> <div>4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No</div> <div>4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div>	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Note: Use a separate form for each subcontractor.

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware									
Monthly Usage Report									
Supplier Name:				Contract # NAT14186-PHRAG_SPRAY		Report Start Date:			
Contact Name:			Report End Date:						
Contact Phone:			Today's Date:						
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code for each agency and school district.

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	Vend or TaxID *	Contr act Name / Numb er*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

EMPLOYING DELAWAREANS REPORT

CONTRACT NO.: NAT14186-PHRAG_SPRAY

TITLE: Helicopter Spraying and Surveillance for Phragmites Control for DNREC - Wildlife Section

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonably anticipated to be employed on the project: _____

2. Number and percentage of such employees who are bona fide legal residents of Delaware:

Percentage of such employees who are bona fide legal residents of Delaware: _____

3. Total number of employees of the bidder: _____

4. Total percentage of employees who are bona fide residents of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____

2. Percentage of employees who are residents of Delaware: _____

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

State of Delaware

Office of Supplier Diversity Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

CONTRACT NO. NAT14186-PHRAG_SPRAY

**HELICOPTER SPRAYING & SURVEILLANCE FOR PHRAGMITES CONTROL FOR DNREC - WILDLIFE
SECTION**

Attachment 11

EQUIPMENT AND EXPERIENCE STATEMENT

Accompanying our bid on Contract No. NAT14186-PHRAG_SPRAY, we submit the following:

- A. List of equipment now available for work that may be awarded **(complete individual statement for each helicopter available under this bid):**

Helicopter Model No.: _____

Helicopter Serial No.: _____

Turbine Engine? Yes _____ No _____

Spray Boom and Nozzle Equipment including description of metering system: _____

Pressure Pumps: _____

Liquid Spray Tank Capacity: _____

Navigational DGPS Type/Model **(indicate type of data download system, including whether such is a solid state memory system example: a USB flash memory drive or memory card):**

Safety Helmet(s) for Passengers (type/number): _____

Total Hours Air Time: _____

Total Hours Air Time since Major Overhaul: _____

Total Hours Air Time since Engine Overhaul: _____

Description of mix truck including tank capacities and pump systems: _____

B. Pilot(s) Experience Statement:

1. Is each pilot that you submitted with your bid familiar with and able to meet the requirements of mosquito control work as explained in the Scope of Services if you are awarded this contract?

Yes _____ No _____

2. Does each pilot intended to be placed on this contract have at least 300 hours experience in helicopter mosquito control (larviciding and/or adulticiding), forest, insect, aquatic invasive species, and/or agricultural spraying?

Yes _____ No _____

3. If answering "Yes" to question #2, please provide the estimated hours each pilot has in these respective spraying categories.

4. What other type(s) of spraying work, if any, have the primary pilots, which will be assigned to this contract, done?

5. Is each pilot intended to be placed on this project able/certified to follow current FAA rules for low-level and congested area flight and still accomplish the spraying needs described and understood in this RFP?

Yes _____ No _____

6. Will your aviation service be able to provide a second appropriately capable helicopter if needed?

Yes _____ No _____

7. If answering "Yes" to question #6 please describe below how you intend to meet this need including the time required to do such.

8. Does your aviation service currently have a Federal Aviation Administration (FAA) 137 Certificate with operation specifications in the Philadelphia Flight Standards District Office (FSDO)?

Yes _____ No _____

9. Are you able to respond to spray requests in less than 24 hours? If so, what do you anticipate your average response time to be?

10. Regarding DGPS navigation, what is your organization's ability to troubleshoot or otherwise address any technical difficulties that may arise?

11. Have you ever done any work for the U.S. Government? If so, where and to whom do you refer?

12. For what states have you performed work and to whom do you refer?

13. For what cities have you performed work and to whom do you refer?

14. For what counties have you performed work and to whom do you refer?

15. For what corporation(s) or individual(s) have you performed work? Name the corporation or individual.

16. What is the largest contract you have ever had? Where was it located?

17. Have you ever failed to complete any work awarded to you? If so, where and why?

18. Please list below **for each pilot**, the pilots' name(s) and type/amount of experience using a Differential Global Positioning System (DGPS) navigational system. Also indicate **for each pilot** the type and expiration date of any State of Delaware Certified Pesticide Applicator Certificate(s) they possess at the time of this submission.

Signed: _____

Contractor

By: _____

County of _____

State of _____

On this ____ day of _____, 20____, personally appeared before me _____ who signed the foregoing affidavit in my presence and made oath to the truth of the statements therein contained.

Notary Public

My commission expires: _____

PRICE QUOTATION FORM

The undersigned bidder, having examined the contract documents, taken into account all aspects of the work, binds himself on award to him by the Agency under this proposal to execute in accordance with such award, a contract, of which such contract this proposal and contract specifications shall be a part, to provide the necessary helicopter, equipment, and pilot, and to do all work necessary to perform and complete the said contract at the following named unit prices:

HELICOPTER AND PILOT PRICE PER CONTRACT DOCUMENTS AND SPECIFICATION

ITEM	DESCRIPTION	UNIT PRICE PER
1	COST FOR PHRAGMITES SPRAYING WITH 5 GALLONS PER ACRE DILUTED	\$ _____/ACRE

Cost per acre should include all helicopter time involved with spraying, reconnaissance, photo flights and ferry time.

For guidance purposes during 2011 6,465 acres of Phragmites were treated, 6,710 acres in 2012 and 7,110 acres in 2013. The Wildlife Section makes no guarantee regarding number of acres that will be sprayed under this pending contract.

CONTRACT NO.: NAT14186-PHRAG_SPRAY

TITLE: Helicopter Spraying and Surveillance for Phragmites Control for DNREC - Wildlife Section

APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS

The response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. Two (2) paper copies of the vendor proposal paperwork. The vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing.
 - a. Must be written in ink or typewritten.
 - b. A paper copy shall be marked "Master Copy" and will contain original signatures in all locations requiring a bidder's signature.
 - c. The remaining copy does not require original signatures, but shall be identical to the "Master Copy", including other required documents

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each criterion identified.

3. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be separate from all other files on the electronic copy.
4. One (1) complete, signed, and notarized copy of the Non-Collusion Agreement (Attachment 2). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** Form **MUST** be included.
5. One (1) completed RFP Exception Form (Attachment 3) - please check box if no information. Form **MUST** be included.
6. One (1) completed Confidential Information Form (Attachment 4) - please check if no information is deemed confidential. Form **MUST** be included.
7. One (1) completed Business Reference form (Attachment 5) with references other than State of Delaware contacts. Form **MUST** be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 6) for each subcontractor - only provide if applicable.
9. One (1) complete Employing Delawareans Report (Attachment 9). Form **MUST** be included.
10. One (1) complete OMWBE application (see link on Attachment 10) – only provide if applicable
11. One (1) complete Equipment and Experience Statement (Attachment 11)
12. One (1) complete Price Quotation Form (Attachment 12)

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.